

December 16, 2015

The Board of County Road Commissioners of Montcalm County held a regular meeting at its office located in Stanton, Michigan at 9:00 a.m. on December 16, 2015.

Present: Commissioners Dale Linton, Robert Brundage and Michael Scott; also present: Mark Christensen, Managing Director, Pat Denton, Engineering Technician and Kim Alexander, Finance Director-Clerk.

The Pledge of Allegiance and a prayer were given.

Moved by Brundage, seconded by Scott, to approve the agenda as amended. Motion carried.

Moved by Scott, seconded by Brundage, to approve the minutes of the November 18, 2015 meeting as presented. Motion carried.

Moved by Brundage, seconded by Scott to approve the bid renewal from Pavement Recycling Inc. for pavement pulverizing at the same price as last year. Roll call: Yes - Brundage, Scott and Linton. Motion carried.

Motion by Scott seconded by Brundage to approve the purchase of a service body and hitch from Cannon Truck Equipment for \$9,595.00 for the culvert crew's new truck. Motion carried. Roll call: Yes – Brundage, Scott and Linton.

Motion by Scott, seconded by Brundage, to authorize signing the cover sheet for the Garlock Road Bridge over Butternut Creek project. Motion carried. Roll call: Yes – Brundage, Scott and Linton.

Motion by Brundage seconded by Scott to authorize the Superintendent/Manager to sign the Sale of Federal Aid Agreement with Kent County for \$.80 on the dollar. Motion carried. Roll call: Yes – Brundage, Scott and Linton.

Commissioner Scott offered the following resolution and moved for its adoption:

RESOLVED WHEREAS, the Montcalm County Road Commission, hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the

PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY:

Pat Denton, Engineering Technician

Supported by Commissioner Brundage. Motion carried. Roll call: Yes – Brundage, Scott and Linton.

Commissioner Scott offered the following resolution and moved for its adoption:

BE IT RESOLVED THAT the Board of County Road Commissioners of Montcalm County hereby approves Contract No. 15-5536 between the Road Commission for Montcalm County and the Michigan Department of Transportation for:

Permanent signing work along West County Road 522 at several locations countywide; including reflective sheeting for sign supports; and all together with necessary related work.

BE IT FURTHER RESOLVED THAT Dale Linton, Chairman, and Kim Alexander, Finance Director-Clerk, are hereby authorized to sign said contract.

Supported by Commissioner Brundage.

Motion carried. Roll call: Yes – Brundage, Scott and Linton.

Motion by Brundage, seconded by Scott to set the date for the annual Organizational Meeting as January 6, 2016 at 9:00 a.m. Motion carried.

Extensive discussion was held about future road funding and the road needs in the county. The board instructed the Manager to look at the best options for the county between now and the next meeting.

Manager's Report

- Spending a lot of time grading gravels the past month, also patching and cutting trees
- Bryan Woodward is now in Belvidere Township and doing a good job
- An offer was made to an individual for the opening in Richland Township

- Purchased a 20,000 gallon chloride tank from Barry County for \$1,000, this will be installed at the Howard City Garage
- In the process of specking out a truck for Engineering, will be ordering in the near future
- Truck & Trailer is working on the third and final truck for this year. A delivery date has not yet been set.
- Heard numerous positive comments about the MTA presentation

Engineer's Report

List of potential projects for 2016:

Federal STP Funds

- CR530 (Kendaville) from Henkel Road to CR601 (Bailey)

Crush & Shape with curb, shoulders, guardrail and pavement markings. RCMC funds from sale of Federal Funds to Kent County

- Shaw Street – Village of Howard City

Reconstruct and resurface. Village of Howard City to provide local match

- CR506 (County Farm) from Sheridan Road (M-66) west to Village of Sheridan limits

Reconstruct and resurface. Village of Sheridan to provide local match

Federal Safety Funds

- CR530 (Kendaville) from Greenville Road (M-91) west 925'

Vertical curve correction, curb & gutter at Monroe Road

- CR599 (Federal) from Pine Street (Sand Lake) to CR530 (Kendaville)

- Guardrail upgrade (obligated in 2015 with construction in 2016)

- County wide primary road curve sign upgrades

Replace curve signs with Force Account

Federal Bridge Funds

- Garlock Road (Bloomer) over Butternut Creek

Bridge replacement with Bloomer Township providing the local match

- CR 585 (Miles) over the Flat River

Rehabilitate HMA deck, approaches and riprap for scour protection

- CR555 (Mt Hope) over Fish Creek, CR565 (Crystal) over Fish Creek, CR565 (Crystal) over the Pine River, CR540 (Long) over the Little Muskegon River

Epoxy deck overlay, fascia sealer and rail sealer

Clerk's Report

- Finishing up year end this week. Hope to have the final audit report soon.

Moved by Brundage, seconded by Scott, to approve the December 16, 2015 bills and prepays totaling \$532,745.36 and Payroll #24 totaling \$84,509.19 and #25 totaling \$82,713.42. Roll call: Yes-Brundage, Scott, Linton. Motion carried.

There being no further business the meeting adjourned at 10:16 a.m.

Chairman

Clerk